

11907-B

LAW OFFICES

ALVORD AND ALVORD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD
ALBERT H. GREENE
CARL C. DAVIS*
CHARLES T. KAPPLER
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MILTON C. GRACE*
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WASHINGTON, D. C.

20006-2973

OF COUNSEL
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* NOT A MEMBER OF D. C. BAR
** ALSO A MEMBER OF INTERSTATE COMMERCE COMMISSION

August 23, 1984

4-236A079

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Washington, D.C.

No. AUG 23 1984
Date
Fee \$
16.00

Dear Mr. Bayne:

ICC Washington, D. C.

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11303 and the Rules for the Recordation of Documents thereunder, 49 C.F.R. §1177, are two fully executed and four machine copies of an Assignment of Lease Documents dated June 25, 1984.

The Assignment of Lease Documents is a "secondary document" as that term is defined in 49 C.F.R. §1177.1(b) and relates to an Equipment Lease dated as of May 1, 1980, which was duly filed and recorded at 12:30 p.m. on June 13, 1980 and assigned Recordation Number 11907-B. Thus, the enclosed document should be assigned Recordation Number 11907-B.

Pursuant to the provisions of 49 C.F.R. §1177.3(d)(3) request is hereby made that a cross reference to Recordation Number 11907-B be entered on the Commission's Index sheet covering a Security Agreement-Trust Deed dated as of May 1, 1980 between United States Trust Company of New York, as Trustee, Debtor, and The Connecticut Bank and Trust Company, as Security Trustee, Secured Party, which was duly filed and recorded at 12:30 p.m. on June 13, 1980 and assigned Recordation Number 11908.

A description of the railroad equipment covered by the enclosed document is:

Three hundred fifty (350) 100-ton Hopper Cars bearing identifying mark and numbers UCEX 80001 through UCEX 80350, which will be remarked KMCX 80001 through KMCX 80350.

* as amended by Amendment of Lease dated as of June 1, 1981 which was duly filed and recorded at 11:15 a.m. on July 10, 1981 and assigned Recordation Number 11907-A.

ICC OFFICE OF
THE SECRETARY
AUG 23 12 02 PM '84
MOTOR OPERATING UNIT

C.T. Kappler
Counterpart

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
August 23, 1984
Page Two

The names and addresses of the parties to the enclosed document are:

Assignor: Union Electric Company
1901 Gratiot Street
St. Louis, Missouri 63166

Assignee: Kerr-McGee Coal Corporation
Kerr-McGee Center
Oklahoma City, Oklahoma 73125

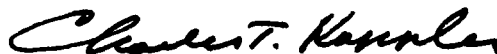
A short summary of the enclosed document to be included in the Commission's Index is:

Assignment of Lease Documents dated June 25, 1984 between Union Electric Company, Assignor, and Kerr-McGee Coal Corporation, Assignee, to Equipment Lease dated as of May 1, 1980 between United States Trust Company of New York, as Trustee, Lessor, and Union Electric Company, Lessee, covering three hundred fifty (350) 100-ton Hopper Cars.

Please return stamped copies of the Assignment of Lease Documents to Michael G. McGee, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$10 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Respectfully submitted for
Union Electric Company,


Charles T. Kappler

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

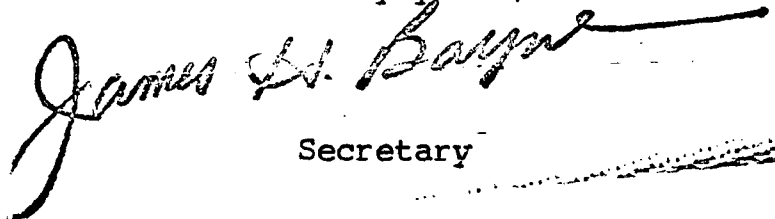
Charles T. Kappler
Alvord and Alvord
200 World Center Building
918 Sixteenth St. N. W.
Washington, D. C. 20006-2973

August 23, 1984

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/23/84 at 12:10PM and assigned re-
recording number(s). 11907-B

Sincerely yours,


Secretary

Enclosure(s)

ASSIGNMENT OF LEASE DOCUMENTS

AUG 23 1984 12 12 PM

INTERSTATE COMMERCE COMMISSION

This ASSIGNMENT, made this 25th day of June,

1984, by and between UNION ELECTRIC COMPANY, a Missouri corporation (hereinafter referred to as "Assignor"), and KERR-McGEE COAL CORPORATION, a Delaware corporation (hereinafter referred to as "Assignee");

WITNESSETH:

WHEREAS, Assignor, as Lessee, and United States Trust Company of New York, as Lessor (not individually but solely as trustee under a Trust Agreement dated as of May 1, 1980 with CU Investors Co. #17 and AmeriTrust Company, now known as AmeriTrust Company National Association), entered into an Equipment Lease dated as of May 1, 1980, as amended (which Equipment Lease was deposited with the Interstate Commerce Commission on June 13, 1980 and assigned recordation number 11907), whereby Assignor leased from Lessor 350 coal rail cars; and in connection therewith, Assignor and Lessor and others entered into a Participation Agreement dated as of May 1, 1980, as amended; (said Equipment Lease and Participation Agreement, as amended, being hereinafter collectively referred to as the "Lease Documents");

WHEREAS, United States Trust Company of New York granted to The Connecticut Bank and Trust Company now known as The Connecticut Bank and Trust Company National Association, an interest in the coal rail cars, rents due under the aforesaid Equipment Lease and other collateral pursuant to a Security Agreement - Trust Deed dated as of May 1, 1980 (which Security

b) if to Assignee, Kerr-McGee Center, Oklahoma City, Oklahoma 73125, attention of Marketing and Planning.

6. If for any reason the Coal Supply Agreements terminate prior to the termination of the Lease Documents, Assignee agrees to re-assign the Lease Documents to Assignor, and Assignor unconditionally and irrevocably agrees to accept such reassignment and in that event to assume all liabilities and obligations accruing under the Lease Documents from and after the date of such reassignment. The consent of the Lessor and other consents referred to in Section 3 hereof shall, as a condition of Assignee's acceptance of this Assignment and agreement to be bound by the Lease Documents, expressly include consent to such reassignment, irrevocably and without condition.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective officers thereunder duly authorized and the corporate seals to be hereto affixed as of the day, month and year first above written.

UNION ELECTRIC COMPANY
(Assignor)

By Charles A. Bremer
Its Vice President

(CORPORATE SEAL)

ATTEST:

K. A. Mallet
Ass't. Secretary

Agreement - Trust Deed was deposited with Interstate Commerce Commission on June 13, 1980 and assigned recordation number 11908);

WHEREAS, Assignor, as Buyer, and Assignee, as Seller, entered into two Coal Supply Agreements, each dated as of July 17, 1981, as amended, whereby Assignee agreed to supply coal from certain of its mines to certain of Assignor's generating facilities, and as a part thereof, Assignee agreed to provide rail cars for the transportation of such coal (said Coal Supply Agreements being hereinafter collectively referred to as the "Coal Supply Agreements"); and

WHEREAS, Assignor desires to assign all of its right, title and interest in the Lease Documents to Assignee for use by Assignee exclusively for satisfying its obligations under the Coal Supply Agreements to provide rail cars;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in the Lease Documents to be exercised by Assignee exclusively for satisfying its obligations under the Coal Supply Agreements subject to the terms and conditions herein set forth.

2. Assignee hereby accepts said Assignment and agrees to be bound by and to abide by each and every of the terms and conditions of the Lease Documents, and hereby expressly assumes

all liability for, and agrees to perform all of Assignor's obligations and duties under the Lease Documents. Assignee agrees to exercise its rights under the Lease Documents solely for the purpose of satisfying its obligations under the Coal Supply Agreements. Assignee will change the road numbers of the rail cars under the Lease Documents (presently marked UCX 80001 to UCX 80350) to KMCX 80001 to KMCX 80350 and will file, record or deposit a statement of such new road numbers, together with this Assignment and such other documents as may be required in order to protect the rights of the parties to the Lease Documents, in all public offices where the Lease Documents have been filed, recorded or deposited.

3. This Assignment shall not be binding upon the parties hereto until it has been consented to by the Lessor and the other parties to the Lease Documents and, if required, until it has been approved, authorized or consented to by the Public Service Commission of Missouri and the Illinois Commerce Commission.

4. This Assignment shall be effective on the first day of the month after all of the consents and approvals referred to in Section 3 hereof have been obtained.

5. Any notice hereunder or under the Lease Documents to the Assignor and Assignee shall be addressed as follows:

- a) if to Assignor, at 1901 Gratiot Street, P. O. Box 149, St. Louis, Missouri 63166, attention of Vice President-Supply Service; and

KERR-McGEE COAL CORPORATION
(Assignee)

By *James G. Raulston*
Its _____ President

FORM
APPROVED
LAW DEPT.


(CORPORATE SEAL)

ATTEST:

Carl E. Lundy
and Secretary

STATE OF MISSOURI)
)
CITY OF ST. LOUIS) SS

On this 7TH day of JUNE, 1984, before me personally appeared CHARLES A. BREMER, to me personally known, who being by me duly sworn, says that he is a Vice President of UNION ELECTRIC COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Donald C. Niemeyer
Notary Public

(NOTARIAL SEAL)
My Commission expires:

8/15/84

DONALD C. NIEMEYER
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES AUGUST 15, 1984
COMMISSIONED IN THE COUNTY OF ST. LOUIS

STATE OF OKLAHOMA)
)
COUNTY OF Oklahoma) SS

On this 25th day of June, 1984, before me personally appeared James G. Randolph, to me personally known, who being by me duly sworn, says that he is a President of KERR-MCGEE COAL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Maud Ella Murray
Notary Public

(NOTARIAL SEAL)
My Commission expires:

June 1, 1986.